

EXHIBIT 1

premium contributions. GSD collected premiums for employee paid coverages by payroll deduction and remitted all premiums for both basic and supplemental benefits to Standard.

4. Summary-billing means that GSD submits consolidated premium payments on a lump-sum basis without providing details identifying the employees for whom premium is paid, their dates of employment, what coverages they elected, when they elected coverage, or any other information regarding any particular employee's satisfaction of the requirements for "Becoming Insured" under the Policy.

5. Because the Policy is summary-billed, Standard does not have contemporaneous records reflecting whether any employee is insured, or conversely is no longer insured, under the Policy. These records are maintained by the State.

6. Standard underwrote and issued the Policy and has sole responsibility for administering all claims for benefits under the Policy and exclusive authority to determine and pay claims for benefits under the Policy.

7. GSD collected the premiums under the Policy and submitted them to Standard. GSD did not retain any premiums. As such, if any premium needed to be refunded under the Policy, Standard is the only party that holds premiums.

8. Standard entered into an insurance services contract ("ISC") with GSD pursuant to which it provided account management and customer service resources to GSD. Other than providing these resources, Standard was not responsible for obtaining and maintaining records of eligibility or any individual employee's premium contributions. Attached as Exhibit B is a true and correct copy of the ISC.

9. To determine whether an employee meets the requirements of being insured under the Policy at any given point in time would require, at the very least, detailed

employment records which are maintained by GSD, but which are not contemporaneously maintained by or available to Standard. Standard generally reviews eligibility records upon receipt of a claim.

10. Standard has now requested employment and eligibility records from GSD for Plaintiffs Brett F. Woods ("Woods") and Kathleen Valdes ("Valdes"). GSD's records indicate that Woods and Valdes were not required to provide evidence of insurability for the insurance coverages for which they are enrolled under the Policy and both have been and remain eligible for all coverage for which they enrolled.

11. The amount of premium paid by employees through payroll deduction for just the supplemental coverages under the Policy since its effective date exceeds \$5 million.

12. The value of the face amount of coverage for employee paid supplemental coverage also exceeds \$5 million.

I declare under penalty of perjury of the laws of the United States of America that the foregoing statements in this Declaration are true and correct.

EXECUTED on this 20th day of December, 2012.



EXHIBIT A

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

GROUP LIFE INSURANCE POLICY

Policyholder:	State of New Mexico General Services Department
Policy Number:	645553-A
Effective Date:	July 1, 2007

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.


For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



President



Secretary

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	645553-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	State of New Mexico General Services Department
Employer(s):	See Definitions .
Group Policy Effective Date:	July 1, 2007
Policy Issued in:	New Mexico

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:	<p>You are a Member if you are one of the following:</p> <ol style="list-style-type: none"> 1. An active employee of an Employer, designated by the Employer as a classified, exempt, probationary, temporary, term or hourly employee, whose term of employment at hire is six months or more and who is regularly working at least 20 hours each week; 2. An active legislator of an Employer; or 3. An employee of one of the following Employers, who retired under that Employer's retirement program: San Juan College, Otero County or Dona Ana County. <p>You are not a Member if you are:</p> <ol style="list-style-type: none"> 1. A seasonal employee. 2. A leased employee. 3. An independent contractor. 4. A full time member of the armed forces of any country. 5. An employee of New Mexico State University.
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Class Definitions:

Class 1: Active legislators

Class 2: All other active Members

Class 3: Retired Members

Eligibility Waiting Periods:

You are eligible on the appropriate date shown below, but not before the Group Policy Effective Date:

For active Members paid on a
bi-weekly basis:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the third full pay period following the date you become a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the third full pay period following the date you become a Member.

For active Members paid on a
monthly or bi-monthly basis:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day following 1 month as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 1 month as a Member.

For retired Members:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Note: The Eligibility Waiting Periods above do not apply to the Undercover Agents Benefit. If you are an Undercover Agent, you are eligible for the Undercover Agents Benefit on the date you become a Member.

Evidence of Insurability:

Required:

- a. For late application for Life Insurance. (See Exceptions below.)
- b. For late application for Dependents Life Insurance for your Spouse.
- c. For reinstatements if required.
- d. For Members eligible but not insured under the Prior Plan. (See Exceptions below.)
- e. For Spouses eligible but not insured under the Prior Plan.
- f. If you are a Class 1 Member, for any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$150,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.

- g. If you are a Class 2 Member, for any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of 3 times your Annual Earnings. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- h. For any elective increase in Plan 2 Life Insurance. (See Exceptions below.)

Exceptions:

1. Requirements a. and d. above will be waived for you if you are eligible but not insured for Plan 2 Life Insurance and you apply during the 30-day, one-time open enrollment period specified by the Policyholder. The maximum amount you may elect during this period is:

For Class 1 Members: \$50,000

For Class 2 Members: 1 times your Annual Earnings. For purposes of benefit calculation, your Annual Earnings will be rounded to the next higher \$1,000, if not already a multiple of \$1,000.

2. Requirement h. above will be waived for you if you are insured for Plan 2 Life Insurance and you elect to increase your inforce amount during the 30-day, one-time open enrollment period specified by the Policyholder, as follows:

For Class 1 Members: You may elect an increase in increments of \$10,000, to a maximum increase of \$50,000. The Guarantee Issue Amount limit for Class 1 Members will apply.

For Class 2 Members: You may elect an increase of 1 times your Annual Earnings. For purposes of benefit calculation, your Annual Earnings will be rounded to the next higher \$1,000, if not already a multiple of \$1,000. The Guarantee Issue Amount limit for Class 2 Members will apply.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Contributory

Plan 2: Contributory

AD&D Insurance: Contributory

Dependents Life Insurance: Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are a Class 1 or 2 (active) Member insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy.

Class 3 (retired) Members are not eligible for Plan 2 Life Insurance.

Plan 1 (basic):

Classes 1 and 2: \$50,000

Class 3: \$6,000

For active state police and
correctional officers only:

\$25,000, in addition to the Plan 1 Life Insurance Benefit
(Premiums for this benefit are Noncontributory.)

Undercover Agents Benefit
(if offered by your Employer):

\$250,000, in addition to the Plan 1 Life Insurance Benefit
and the benefit for state police and correctional officers, if
applicable
(Premiums for this benefit are Noncontributory.)

Plan 2 (additional):

Class 1: You may apply for Plan 2 Life Insurance in multiples of
\$10,000, from \$10,000 to \$400,000.

Class 2: Your choice of 1, 2, 3, 4 or 5 times your Annual Earnings*.
The maximum amount is \$400,000.

*For purposes of benefit calculation, your Annual
Earnings will be rounded to the next higher \$1,000, if not
already a multiple of \$1,000.

Class 3: None

The Repatriation Benefit:

The expenses incurred to transport your body to a
mortuary near your primary place of residence, but not to
exceed \$5,000 or 10% of the Life Insurance Benefit,
whichever is less.

Dependents Life Insurance Benefit:

If you are an active Member insured for Plan 1 Life Insurance, you may also insure your Spouse
and Child(ren) for Dependents Life Insurance if you meet the requirements to insure Dependents
under the Group Policy.

Class 3 (retired) Members are not eligible for Dependents Life Insurance.

For your Spouse: \$10,000

For your Child: \$5,000

SCHEDULE OF AD&D INSURANCE

For Dependents: Not applicable

For Class 3 (retired) Members: Not applicable

For Class 1 and 2 (active) Members:

If you are insured for Plan 1 Life Insurance, you will automatically be insured for Plan 1 AD&D Insurance.

If you are insured for Plan 2 Life Insurance, you will automatically be insured for Plan 2 AD&D Insurance.

AD&D Insurance Benefit: The amount of your Plan 1 AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit.

The amount of your Plan 2 AD&D Insurance Benefit is equal to the amount of your Plan 2 Life Insurance Benefit.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$25,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1) \$10,000; or (2) 10% of the amount of AD&D Insurance Benefit payable for Loss of your life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child at an accredited institution of higher education within 4 years after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Line of Duty Benefit:

For state police and correctional officers:

The lesser of (1) \$25,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

For all other Members:

None

Occupational Assault Benefit: The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Public Transportation Benefit: The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25% *
f. Quadriplegia	100%
g. Hemiplegia	50%
h. Paraplegia	75%
i. Coma	2% per month of the remainder of the AD&D Insurance Benefit payable for Loss of your life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 50 months.

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

*** No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.**

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

OTHER BENEFITS**Waiver Of Premium:**

Active Members:	Yes
Retired Members:	Not applicable

Accelerated Benefit:

Active Members:	Yes
Retired Members:	Not applicable

OTHER PROVISIONS

Limits on Right To Convert if
Group Policy terminates
or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$10,000

Leave Of Absence Period: 1 year

Continuity Of Coverage: Yes

Insurance Eligible For Portability:

For you:

Plan 2 Life Insurance: Yes

Minimum amount: \$10,000

Maximum amount: \$400,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum amount: \$5,000

Maximum amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum amount: \$1,000

Maximum amount: \$5,000

For you:

Plan 2 AD&D Insurance: Yes

Minimum amount: \$10,000

Maximum amount: \$400,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:

For Members:

Plan 1 (basic) Life Insurance:

Classes 1 and 2: \$.08 monthly per \$1,000 of Plan 1 Life Insurance

Class 3: \$2.06 monthly per \$1,000 of Plan 1 Life Insurance

For active state police and
correctional officer Members:

\$.08 monthly per \$1,000 of Life Insurance Benefit for
active state police and correctional officers

Plan 2 (additional) Life Insurance:

Member's Age On Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.060
30 through 39	0.090
40 through 44	0.138
45 through 49	0.195
50 through 54	0.329
55 through 59	0.534
60 through 64	0.908
65 through 69	1.469
70 and over	3.591

Undercover Agents Benefit:

For full time undercover agents: \$.05 per \$1,000 monthly; or
\$.15 per \$1,000 quarterly; or
\$.60 per \$1,000 annually

For all other undercover agents: \$.025 per \$1,000 monthly; or
\$.075 per \$1,000 quarterly; or
\$.300 per \$1,000 annually

For Dependents:

Dependents Life Insurance: \$2.45 monthly per Member electing Dependents Life
Insurance, regardless of the number of Dependents
covered

For Members:

AD&D Insurance:

Plan 1 (basic): \$.02 monthly per \$1,000 of Plan 1 AD&D Insurance

Plan 2 (additional): \$.02 monthly per \$1,000 of Plan 2 AD&D Insurance

Premium Due Dates: July 1, 2007, and the first day of each calendar month
thereafter.

Grace Period: 60 days

Initial Rate Guarantee Period: July 1, 2007, to July 1, 2011

Notice of Rate Change: 180 days

Life Insurance:

Number: 10 insured Members

Percentage: Plan 1: 50% of eligible active Members
20% of eligible retired Members

Plan 2: 15% of eligible Members

Dependents Life Insurance: 15% of insured Members with eligible Dependents must
elect to insure those Dependents.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the pay period next following the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the July 1 next following the date you apply for an elective increase.

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the pay period next following the date of a change in your classification or Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification or Annual Earnings becomes effective on the first day of the pay period next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the pay period next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 150 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Undercover Agents Benefit

The amount of the Undercover Agents Benefit is shown in the **Coverage Features**.

We will pay an Undercover Agents Benefit if all of the following requirements are met:

1. You are a Member working as an Undercover Agent.

2. You meet the requirements of the **Active Work Provisions**.
3. You die:
 - a. While you are working as a lawfully authorized Undercover Agent, and your death occurs during, or is caused or contributed to by, your work as an Undercover Agent; or
 - b. As a result of an Injury sustained during your work, or while in transit to or from your work, as an Undercover Agent, if you die within 730 days after the date of the Injury.
4. Your death is not the result of suicide or other intentionally self-inflicted Injury, while sane or insane.

Undercover Agent means a Law Enforcement Officer employed by the Employer who is actively involved in the investigation of alleged violations of state or federal law and whose identity as a law enforcement officer is being concealed.

Law Enforcement Officer means a New Mexico state or municipal officer, county sheriff, deputy sheriff, conservation officer, motor transportation enforcement officer or other New Mexico state employee authorized by state law to enforce criminal statutes.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the pay period next following the date we approve your Evidence Of Insurability.

2. Life Insurance Not Subject To Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the pay period next following the date you apply, if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible. See the **Coverage Features** for exceptions.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured. See the **Coverage Features** for exceptions.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date your Employer's participation under the Group Policy terminates;
3. The date the Group Policy terminates;
4. The date your employment terminates; and
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

Continuation During Total Disability: If you are Totally Disabled and you are not eligible for Waiver Of Premium (See **Waiver Of Premium**.), your Life Insurance will continue, while you remain Totally Disabled, for a period of not less than six months, but not beyond the date the Group Policy terminates. (See **Waiver Of Premium** for definition of Total Disability.) This applies even if your employment terminates.

- c. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a temporary layoff, but not longer than through the end of the third calendar month following the month in which the layoff begins.
- e. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- f. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

(REPAT) LI.LF.NM.2X

DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

D. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

A Child may not be insured by more than one Member.

2. Effective Date

You must apply in writing for Dependents Life Insurance and agree to pay premiums.

Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The first day of the pay period next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The first day of the pay period next following the date you apply, if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for your Spouse if you apply more than 31 days after you become eligible.

c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.

d. Takeover Provision

Each Spouse who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

E. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution;
5. For your Spouse, the date of your divorce or termination of your Domestic Partner relationship;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

(SP & CH_DOM) LL.DL.OT.3X

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days of the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 30 consecutive days.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for the Loss of your life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.

4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**. The Benefit is not available to Members other than state police or correctional officers.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a state police or correctional officer.
2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a state police or correctional officer, including such action taken in response to an emergency while off duty.

Line of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a state police or correctional officer by your Employer.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while you are riding as a fare-paying passenger on Public

Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

Plan 1 AD&D Insurance becomes effective on the date your Plan 1 Life Insurance becomes effective.

Plan 2 AD&D Insurance becomes effective on the date your Plan 2 Life Insurance becomes effective.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earliest of:

1. For Plan 1 AD&D Insurance, the date your Plan 1 Life Insurance ends.
2. For Plan 2 AD&D Insurance, the date your Plan 2 Life Insurance ends.
3. The date your Waiver Of Premium begins.
4. The date AD&D Insurance terminates under the Group Policy.
5. The date your Life Insurance is continued under Continuation During Total Disability. (See item 4.b., When Life Insurance Ends.)

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day you return to Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

The Active Work requirement does not apply to retired Members who are retired on the Group Policy Effective Date.

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CONTINUITY OF COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

LI.CC.OT.1

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your Plan 2 Life Insurance, Plan 2 AD&D Insurance or Dependents Life Insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates, you are under age 80.
3. Termination of your employment is not due to your retirement.
4. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
5. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled, subject to the following:

1. Insurance will be terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;

4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

LLWP.46X

ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be:

1. The amount of your Insurance as if no Accelerated Benefit had been paid; minus
2. The amount of the Accelerated Benefit.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.

4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

LLAB.OT.1X

RETIREMENT CONTINUATION PROVISION

If you are a Member employed by San Juan College, Otero County or Dona Ana County, Insurance may be continued during your retirement under your Employer's retirement program. See **Coverage Features** for the insurance which may be continued under this provision. Rules 1 through 3 below will apply.

1. You must apply in writing for a continuation of insurance on or before the date of your retirement and agree to pay any premiums required by your Employer.
2. Insurance under this provision will end on the earliest of:
 - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
 - b. The date the Group Policy terminates.
3. You will not become eligible for Waiver Of Premium or the Accelerated Benefit if you become Totally Disabled while your insurance is continued under this provision.

LI.RT.03X

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

With respect to coma, we will require Proof of Loss of the comatose condition at reasonable intervals. If proof is not given within 31 days, benefits payable for coma will end.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;

2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.

3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary;
 - b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
 - c. The right to receive accidental dismemberment benefits.
 - d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LIAS.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. See B through E of this section.

Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change of condition.
2. AD&D Insurance benefits payable for Losses other than Loss of life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. Dependents Life Insurance benefits.
 - b. Accelerated Benefits.
4. Dependents Life Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.

5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change a Beneficiary in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**.)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or

- b. An executive nonqualified deferred compensation arrangement.
- 2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Overtime pay.
- 4. Shift differential pay.
- 5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 6. Any other extra compensation.

Child means:

- 1. Your unmarried child from live birth through age 24; or
- 2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child and a child placed in your home for purposes of adoption;
- ii. Your stepchild, foster child and the child of your Spouse, if living in your home; and
- iii. A child living in your home for whom you are the court appointed legal guardian.

Your child is Disabled if your child is:

- 1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
- 2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Employer(s) means State of New Mexico General Services Department and any New Mexico public employer that is approved in writing by Standard Insurance Company and the Policyholder to provide insurance under the Group Policy.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

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POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or

2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is 60 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Experience Rating

The Group Policy will be experience rated as long as premiums do not fall below \$25,000 per year. Any experience rating refund is calculated according to our customary underwriting guidelines and

will be paid to the Policyholder. The experience rating formulae are available to the Policyholder upon request.

I. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

J. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

K. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

L. Notice Of Suit And Indemnification

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy. The Policyholder and Employer will indemnify and hold us harmless from any and all contractual or extra-contractual claims, demands, losses, costs and expenses, including interest, penalties and attorney's fees, which we may incur or suffer as a result of any such negligent intentional or wrongful acts.

M. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

N. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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GROUP POLICY AMENDMENT NO. 1


Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2009, the Premium Rates and Renewals portion of the **Coverage Features** is
amended to provide the following Grace Period:

Grace Period: 90 days

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective May 1, 2010, the Schedule Of Insurance portion of the **Coverage Features** is amended to
provide the following Plan 2 (additional) Life Insurance Benefit for Class 2 Members:

Class 2:

Your choice of 1, 2, 3, 4 or 5 times your Annual Earnings,
rounded to the next higher multiple of \$1,000, if not
already a multiple of \$1,000. The maximum amount is
\$400,000.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2007, the Becoming Insured portion of the **Coverage Features** is amended to provide the following Evidence of Insurability requirements:

Evidence of Insurability:

Required:

- a. For late application for Life Insurance.
- b. For late application for Dependents Life Insurance for your Spouse, except as noted below.
- c. For reinstatements if required.
- d. For Members eligible but not insured under the Prior Plan.
- e. For Spouses eligible but not insured under the Prior Plan, except as noted below.
- f. If you are a Class 1 Member, for any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$150,000.
- g. If you are a Class 2 Member, for any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of 3 times your Annual Earnings.
- h. For any elective increase in Plan 2 Life Insurance.

Note

The following exceptions apply:

1. If an insured Member also eligible to be insured as a Spouse under the Group Policy is not insured as a Spouse and their employment ends, Evidence Of Insurability for late application for Dependents Life Insurance for a Spouse will not be required for that person to become insured as a Spouse, if application is made not later than 60 days following the date coverage as a Member ends.
2. If life insurance on an insured Member's eligible Spouse ends due to termination of the Spouse's employment with an employer not covered under the Group Policy, Evidence Of Insurability for late application for Dependents Life Insurance for that Spouse will not be required if application is made not later than 60 days following the date coverage ends. However, satisfactory proof of the Spouse's coverage with the former employer will be required.

Coverage for your Spouse described in 1. or 2. above becomes effective on the first day of the pay period next following the date you apply. Such coverage is not subject to the Late Application requirement described under D.2.b in the **Dependents Life Insurance** section.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 4

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2007, the Group Policy is amended as follows:

1. Retired employees Ronald Hensinger and Royal L. Stockard are deemed to be Members.
2. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide the following amounts of Plan 1 (basic) Life and AD&D Insurance for Ronald Hensinger and Royal L. Stockard:

Plan 1 (basic) Life Insurance Benefit: \$50,000

Plan 1 (basic) AD&D Insurance Benefit: The amount of your Plan 1 AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.


3. The Premium Rate for coverage described in 2. above will be as follows beginning July 1, 2007, and continuing until changed as provided in the Group Policy:

Plan 1 (basic) Life and AD&D Insurance: \$ 10.05 monthly per Member

4. The Premium Due Dates for coverage described in 2. above will be July 1, 2007, and each January 1 and June 1 thereafter.
5. All other provisions of the Group Policy will apply.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2011, the Group Policy is amended as follows:

1. Premium Rates will be as follows, beginning July 1, 2011 and continuing until changed as provided under the Group Policy:

For Members:

Plan 1 (basic) Life Insurance:

Classes 1 and 2:	\$0.064 monthly per \$1,000 of Plan 1 Life Insurance
Class 3:	\$1.75 monthly per \$1,000 of Plan 1 Life Insurance

For active state police and
correctional officer Members:

\$0.064 monthly per \$1,000 of Life Insurance Benefit for
active state police and correctional officers

Plan 2 (additional) Life Insurance:

Member's Age On Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.06
30 through 34	0.08
35 through 39	0.09
40 through 44	0.13
45 through 49	0.19
50 through 54	0.31
55 through 59	0.51
60 through 64	0.87
65 through 69	1.41
70 and over	3.45

Undercover Agents Benefit:

For full time undercover agents: \$0.041 per \$1,000 monthly; or
\$0.123 per \$1,000 quarterly; or
\$0.492 per \$1,000 annually

For all other undercover agents: \$0.02 per \$1,000 monthly; or
\$0.06 per \$1,000 quarterly; or
\$0.24 per \$1,000 annually

For Dependents:

Dependents Life Insurance: \$2.35 monthly per Member electing Dependents Life
Insurance, regardless of the number of Dependents
covered

For Members:

AD&D Insurance:

Plan 1 (basic):	\$0.02 monthly per \$1,000 of Plan 1 AD&D Insurance
Plan 2 (additional):	\$0.02 monthly per \$1,000 of Plan 2 AD&D Insurance

Plan 1 (basic) Life and AD&D
Insurance for retired employees
Ronald Hensinger and
Royal L. Stockard:

\$10.05 monthly per Member (remitted semi-annually)

The rates shown above supersede the premium rates effective July 1, 2011 shown in the July 1, 2011 renewal.

2. The Premium Rates And Renewals portion of the **Coverage Features** is amended to provide the following Premium Due Dates:

Premium Due Dates:

For premiums that
are paid monthly:

July 1, 2011 and the first day of each calendar month thereafter.

For premiums that
are paid quarterly:

July 1, 2011 and each October 1, January 1, April 1 and July 1 thereafter.

For premiums that
are paid semi-annually:

July 1, 2011 and each January 1 and July 1 thereafter.


For premiums that
are paid annually:

July 1, 2011 and each July 1 thereafter.

3. The renewal date next following the July 1, 2011 renewal will be July 1, 2015.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 6

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2011, the portion of the definition of Child in the **Definitions** section which reads:

Child means:

1. Your unmarried child from live birth through age 24; or
2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.


is amended to read:

Child means:

1. Your child from live birth through age 25; or
2. Your child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 7

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2011, the Group Policy is amended as follows:

1. The Becoming Insured portion of the **Coverage Features** is amended by the addition of the following Evidence Of Insurability requirement exceptions:
 - Requirements a. (For late application for Life Insurance.) and d. (For Members eligible but not insured under the Prior Plan.) will be waived for you if you apply for Plan 2 Life Insurance during the Policyholder's open enrollment period from April 4, 2011, through May 13, 2011. The maximum amount you may elect during this period is:
 - For Class 1 Members: \$50,000
 - For Class 2 Members: 1 times your Annual Earnings.
 - Requirement h. (For any elective increase in Plan 2 Life Insurance.) will be waived for you if you elect to increase the inforce amount of your Plan 2 Life Insurance during the Policyholder's open enrollment period from April 4, 2011, through May 13, 2011, as follows:
 - For Class 1 Members: You may elect an increase in increments of \$10,000, to a maximum increase of \$50,000. The Guarantee Issue Amount limit for Class 1 Members will apply.
 - For Class 2 Members: You may elect an increase of 1 times your Annual Earnings. The Guarantee Issue Amount limit for Class 2 Members will apply.

However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us.

Amounts not subject to Evidence Of Insurability for which you apply during the open enrollment period described above become effective on July 1, 2011.

2. A. Portability Of Insurance of the **Portability Of Insurance** section is amended by the deletion of the following:
3. Termination of your employment is not due to your retirement.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 8

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2007, the Becoming Insured portion of the **Coverage Features** is amended by the
addition of the following:

Note: If, on the day before the date you become an active Member, you were an insured
employee of a New Mexico state agency or Local Public Body that was not covered under the
Group Policy, your Eligibility Waiting Period will be waived on the date you become a Member.
Satisfactory proof of life insurance coverage with the previous employer will be required.

STANDARD INSURANCE COMPANY

By

A handwritten signature in black ink, appearing to be "J. [unclear]".

President

A handwritten signature in black ink, appearing to be "A. [unclear]".

Corporate Secretary

GROUP POLICY AMENDMENT NO. 9

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective on the dates shown below, the Group Policy is amended as follows:

1. Effective July 1, 2008, the Becoming Insured portion of the **Coverage Features** is amended by the addition of the following exception to the Evidence Of Insurability requirements:

Evidence Of Insurability will be not be required for you to become insured for Plan 1 Life Insurance, or for your Spouse to become insured for Dependents Life Insurance, if you apply during the Policyholder's enrollment period for the 2008 plan year, provided you are also electing coverage under the Employer-sponsored medical plan for the first time.

However, we will not waive the Evidence Of Insurability requirements if you or your Spouse previously submitted Evidence Of Insurability that was not approved by us.

Plan 1 Life Insurance and Dependents Life Insurance for your Spouse for which you are approved becomes effective on July 1, 2008.

2. Effective July 1, 2012, the Becoming Insured portion of the **Coverage Features** is amended by the addition of the following exception to the Evidence Of Insurability requirements:

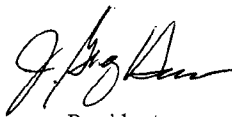
Evidence Of Insurability will be not be required for you to become insured for Plan 1 Life Insurance, or for your Spouse to become insured for Dependents Life Insurance, if you apply during the Policyholder's enrollment period for the 2012 plan year, provided you are also electing coverage under the Employer-sponsored medical plan for the first time.

However, we will not waive the Evidence Of Insurability requirements if you or your Spouse previously submitted Evidence Of Insurability that was not approved by us.

Plan 1 Life Insurance and Dependents Life Insurance for your Spouse for which you are approved becomes effective on July 1, 2012.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 10


Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2007, the Group Policy is amended as follows:

1. Item F.1. of the **Life Insurance** section is amended to read as follows:
 1. Life Insurance Subject To Evidence Of Insurability
Life Insurance subject to Evidence Of Insurability becomes effective on the later of:
 - a. 90 calendar days after the date you apply; and
 - b. The date we approve your Evidence Of Insurability.
2. Item D.2.a. of the **Dependents Life Insurance** section is amended to read as follows:
 - a. Dependents Life Insurance Subject To Evidence Of Insurability
Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the latest of:
 - i. The date your Life Insurance becomes effective;
 - ii. 90 calendar days after the date you apply; and
 - iii. The date we approve the Dependent's Evidence Of Insurability.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 11

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2007, and subject to the **Active Work Provisions**, that portion of the definition of
Annual Earnings in the **Definitions** section reading as follows:

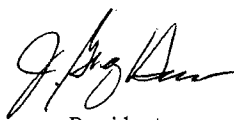
Annual Earnings means your annual rate of earnings from your Employer.

is amended to read:

Annual Earnings means the full-time equivalent of your annual rate of earnings from your
Employer, regardless of how many hours you are actually working.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

GROUP POLICY AMENDMENT NO. 12

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2012, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Becoming Insured portion of the **Coverage Features** is amended to provide the following Definition of Member:

Definition of Member:

You are a Member if you are one of the following:

1. An active employee of an Employer, designated by the Employer as a classified, exempt, probationary, temporary, term or hourly employee, whose term of employment at hire is six months or more and who is regularly working at least 20 hours each week;
2. An active legislator of an Employer;
3. Ronald Hensinger, an employee who retired under the Policyholder's retirement program; or
4. Royal L. Stockard, an employee who retired under the Policyholder's retirement program.

You are not a Member if you are:

1. A seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.
5. An employee of New Mexico State University.

2. Eligibility Waiting Periods in the Becoming Insured portion of the **Coverage Features** is amended by the addition of the following Note:

If you are a temporary employee of an Employer whose term of employment at hire was to be less than 6 months, but it is later determined that the employment will be for 6 months or more, your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.

3. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide that the Plan 1 (basic) Life Insurance Benefit for Class 3 Members is \$50,000.
4. Schedule Of AD&D Insurance in the Schedule Of Insurance portion of the **Coverage Features** is amended to delete the following:

For Class 3 (retired) Members:

Not applicable

5. That part of Schedule Of AD&D Insurance in the Schedule Of Insurance portion of the **Coverage Features** reading as follows:

For Class 1 and 2 (active) Members:

is amended to read as follows:

For Class 1 and 2 (active) Members and Class 3 (retired) Members:

6. G. When Life Insurance Ends of the **Life Insurance** section is amended to read as follows:

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date your Employer's participation under the Group Policy terminates;
3. The date the Group Policy terminates;
4. The date your employment terminates, unless you are eligible for benefits as a retired Member; and
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.


Continuation During Total Disability: If you are Totally Disabled and you are not eligible for Waiver Of Premium (See **Waiver Of Premium**.), your Life Insurance will continue, while you remain Totally Disabled, for a period of not less than six months, but not beyond the date the Group Policy terminates. (See **Waiver Of Premium** for definition of Total Disability.) This applies even if your employment terminates.

- c. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a temporary layoff, but not longer than through the end of the third calendar month following the month in which the layoff begins.
- e. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- f. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

7. The **Retirement Continuation Provision** is deleted.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 13

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective July 1, 2012, the Group Policy is amended as follows:

1. The Other Provisions portion of the **Coverage Features** is amended by the addition of the following:

Suicide Exclusion:

Applies to:

- a. Plan 2 Life Insurance
- b. AD&D Insurance

2. The **Life Insurance** section is amended by the addition of the following:


Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 14

Attached to and made a part of Group Policy 645553-A issued to
State of New Mexico General Services Department as Policyholder.

Effective as of the dates shown below, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. Effective July 1, 2007, the Becoming Insured portion of the **Coverage Features** is amended to provide the following Eligibility Waiting Periods:

Eligibility Waiting Periods:

You are eligible on the appropriate date shown below, but not before the Group Policy Effective Date.

For active Members employed
by Roosevelt Hospital:

You are eligible on the first day of the pay period coinciding with or immediately preceding your 90th calendar day as a Member.

For all other active Members, paid
on a bi-weekly basis:

You are eligible on the first day of the third full pay period following the date you become a Member.

For all other active Members, paid
on a monthly or bi-monthly basis:

You are eligible on the first day following 1 month as a Member.

For retired Members:

You are eligible on the date you become a Member.

Note

1. The Eligibility Waiting Periods above do not apply to the Undercover Agents Benefit. If you are an Undercover Agent, you are eligible for the Undercover Agents Benefit on the date you become a Member.
 2. If, on the day before the date you become an active Member, you were an insured employee of a New Mexico state agency or Local Public Body that was not covered under the Group Policy, your Eligibility Waiting Period will be waived on the date you become a Member. Satisfactory proof of life insurance coverage with the previous employer will be required.
 3. If you are a temporary employee of an Employer whose term of employment at hire was to be less than 6 months, but it is later determined that the employment will be for 6 months or more, your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.
2. Effective November 1, 2012, the Becoming Insured portion of the **Coverage Features** is amended to provide the following Eligibility Waiting Period:

Eligibility Waiting Period:


Your Eligibility Waiting Period is determined by your Employer. The date on which you become eligible for Life Insurance might differ from the date on which your Life Insurance becomes effective. See G. When Life Insurance Becomes Effective in the **Life Insurance** section.

Note

1. The Eligibility Waiting Period above does not apply to the Undercover Agents Benefit. If you are an Undercover Agent, you are eligible for the Undercover Agents Benefit on the date you become a Member.
2. If, on the day before the date you become an active Member, you were an insured employee of a New Mexico state agency or Local Public Body that was not covered under the Group Policy, your Eligibility Waiting Period will be waived on the date you become a Member. Satisfactory proof of life insurance coverage with the previous employer will be required.
3. If you are a temporary employee of an Employer whose term of employment at hire was to be less than 6 months, but it is later determined that the employment will be for 6 months or more, your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

EXHIBIT B

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

INSURANCE SERVICES CONTRACT #08 350 6005 0006

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, Risk Management Division, hereinafter referred to as the "Agency" and The Standard Insurance Company, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work as follows:

Provide Basic Term Life Insurance Coverage, matching Accidental Death and Dismemberment (AD&D), Additional Term Life Insurance Coverage, matching Additional AD&D Coverage, and Dependents Term Life Insurance Coverage to the State of New Mexico employees and employee of participating Local Public Bodies (LPBs) as detailed in the plan specifications and premium schedule attached hereto and incorporated by reference as Exhibits A and B. The Contractor is expected to provide adequate, professional personnel to administer and insure the Basic Term Life Insurance Coverage, matching AD&D Coverage, Additional Term Life Insurance Coverage, matching Additional AD&D Coverage and Dependents Term Life Insurance Coverage to the State of New Mexico employees and employee of participating Local Public Bodies (LPBs). Contractor shall provide employees with fifty thousand dollars in Basic Term Life Coverage and fifty thousand dollars in matching AD&D Coverage. The contractor shall offer Additional Term Life and matching Additional AD&D Coverage to State of New Mexico employees and employees of participating LPBs in multiples of salary rounded to the nearest thousand with a maximum annual salary multiple of five (5) and dollar maximum of four hundred thousand dollars. The contractor shall offer Dependents Term Life Coverage in the amount of ten thousand dollars for spouses and domestic partners and five thousand dollars for dependent children. The Contractor shall offer an additional Basic Term Life and matching AD&D Coverage amount of twenty five thousand to State Police Officers and Correctional Officers employed by the State of New Mexico. The Contractor shall offer Basic Term Life Coverage in the amount of six thousand dollars to the Retirees of the following LPBs: San Juan College, Otero County, and Dona Ana County. State of New Mexico Legislators participate in the State of New Mexico's benefits programs on a voluntary basis. The Contractor shall offer Additional Term Life Coverage and matching AD&D Coverage to participating Legislators on an incremental basis. Basic Term Life and AD&D Coverage will be equal to fifty thousand dollars of Coverage and the Legislators are eligible to elect in multiples of \$10,000, from \$10,000 to a

maximum Coverage level of four hundred thousand.

To assist the State of New Mexico and participating LPBs in complying with SB 186, the Contractor shall provide an Occupational Coverage amount of two hundred and fifty thousand dollars for undercover agents employed by the State of New Mexico and participating LPBs. The Contractor shall work independently with the employing Agencies and LPBs of the undercover agents to maintain eligibility, collect premiums, and file claims.

The effective date of Coverage shall be July 1, 2007. All employees previously enrolled in the Term Life and AD&D Coverages on June 30, 2007 shall be grandfathered into the Term Life and AD&D Coverages offered by the Contractor effective July 1, 2007 without any requirement of proof of insurability by the Contractor. Any employee previously limited to a Additional Term Life maximum of two hundred forty thousand dollars shall be afforded an opportunity to increase Coverage up to the four hundred thousand dollar maximum offered by the Contractor subject to the Evidence of Insurability requirements outlined in the Group Life Insurance Policy. Employees will be offered the opportunity to elect initially or increase the level of Additional Term Life and AD&D Coverage during the annual Open/Switch Enrollment period commencing on April 9, 2007, and ending on May 18, 2007, without having to provide evidence of insurability provided the employee's election does not exceed the lesser of: (a) one times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000, and (b) \$150,000. During the same time period, participating Legislators are limited to electing a maximum of \$50,000 without having to provide evidence of insurability. Employees may elect to increase their level of Additional Term Life and AD&D Coverage at any time by providing sufficient proof of insurability as determined by the Contractor.

The Contractor shall provide a locally based employee in the State of New Mexico to provide Account Management and Customer Service to the Agency and participating LPBs, Human Resource (HR) Group Representatives and the employees of the Agency and participating LPBs.

The employees tasked with the responsibility of piloting State of New Mexico aircraft shall not be excluded from any of the Term Life and AD&D Coverages offered by the Contractor.

The Contractor shall attend and participate in all Agency scheduled enrollment meetings commencing on April 9, 2007 and ending on or around May 18, 2007. There will be as many as 70 statewide enrollment meetings scheduled by the Agency. The Contractor shall submit to the Agency all materials for presentation for Agency approval by April 1, 2007.

The Contractor shall develop and submit four (4) pages of Coverage material for Agency approval to be included in the State of New Mexico Employee Benefit Handbook to be printed on or around April 1, 2007. The Contractor shall bear a pro rata cost share of the Employee Benefit Handbook. The contractor shall also develop and provide sufficient Open/Switch Enrollment Materials to sufficiently detail and explain the Term Life benefit products and to announce and brand the Contractor. All enrollment materials shall be approved by the Agency and available for distribution on or before April 9, 2007. The Contractor shall bear the pro rata cost of all subsequent annual Enrollment Booklets and/or Employee Handbooks during the contract period. The Contractor shall provide enrollment materials and personnel for each annual enrollment period conducted by the Agency during the contract period.

The contractor shall attend and present training materials to the Agency's annual HR Group Representative training sessions. The Agency conducts as many as nine (9) two day training sessions per calendar year during the fall of each year. All materials prepared by the Contractor shall be submitted to the Agency for approval prior to the commencement of the training sessions.

2. Performance Measures

A. Goals:

In accordance with the General Services Department Strategic Plan attached hereto and incorporated by reference as Exhibit C, which mandates Risk Management Division (RMD) to protect and conserve the State of New Mexico's human and physical resources and financial assets by providing voluntary benefits including Life benefits and in support of the RMD's FY08 Action Plan to expand options for new voluntary benefits for state employees, Contractor agrees to provide Basic Term Life and matching AD&D Coverage, Dependents Term Life Coverage, and Additional Term Life and AD&D Coverage as set forth in paragraph 1 of the professional services contract.

B. Activities:

An evaluation of the Contractor's services that have been delivered under this Agreement will be undertaken by the Manager of the RMD Benefits Bureau from time to time in the discretion of RMD. The Contractor's evaluation will be based on the quality of performance undertaken in one or more closed case(s) that are chosen in the discretion of the Manager of the RMD Benefits Bureau. The following factors will be evaluated for quality and timeliness:

- a. Claims processing Accuracy - 97% of all completed claims are paid within 5 working days from the date stamped by the mailroom. Complete shall mean all information needed to pay is provided or can be obtained by phone or fax within 24 hours.
- b. Life Claims Transaction Accuracy - 98% of total number of claim payments are paid correctly. Guarantee encompasses all errors.

- c. Life Claims Financial Accuracy - 99% of total claim allowance paid correctly, measured by total claim dollar correctly paid divided by total claim collars. Claim dollars paid correctly equals total dollars paid minus the absolute value of dollars paid in error
- d. Medical Underwriting - Approve, reject or request additional information on 95% of all applications within 10 calendar days of receipt of the application
- e. Account Management Account Team Performance Appraisal- \$1,000 for score below 3, per agency. Up to \$2,000 Semi-annually, per agency

3. Default by Contractor.

Contractor shall substantially perform the Performance Measures set forth in this contract. In the event the Contractor fails to obtain the results described below, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right to terminate pursuant to Paragraph 4 below.

4. Order of Precedence.

In the event of a conflict between the Agency and the Contractor with regard to the requirements of binding documents, the following order of precedence for binding documents shall prevail:

- 1. Contract Amendments in Chronological Order
- 2. The Contract or Agreement
- 3. The Request For Proposal
- 4. The Best and Final Offer
- 5. The Offeror's Original Proposal

5. Compensation.

- A. Compensation shall be made to the Contractor by the Agency for service provided as Term Life and AD&D Benefits Carrier for the Agency.
- B. Payments shall only be made for billings made monthly, or on such other periodic basis as may be mutually agreed, to the Agency. The Contractor shall include on the billing such information as required by the Agency.
- C. Within fifteen days after the date the Agency receives written notice from the Contractor that payment is requested for services, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Agency finds that the services are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services along with details

of how the Contractor may proceed to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

6. Total Amounts Payable.

The total of all payments payable under this agreement shall not exceed \$42,000,000.00. The Agency shall remain obligated to pay the Contractor pursuant to Paragraph 2 until such time as Paragraph 3 has been amended or terminated and the Contractor relieved of further responsibility.

7. Term.

This Agreement shall terminate on June 30, 2008 with annual options to renew for 3 additional years, unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

8. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Right to Convert

If insurance ends for any reason except failure to make a required premium contribution, an employee or dependent may buy an individual policy of life insurance without providing evidence of insurability. The employee or dependent must apply for the individual policy and agree to pay premiums directly to the contractor. Any individual policies issued by the Contractor to employees or

dependents are agreements between the policy holder and the Contractor. The amount of coverage that can be converted may be affected if the insured has opted for the Accelerated Benefit Option.

9. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Agency, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

10. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

11. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

12. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

13. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

15. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Provided, however, this section shall not apply to records created in the Contractor's ordinary course of business including, but not limited to, claim files, underwriting files and sales files.

16. Conflict of Interest.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

17. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Penalties.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

20. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement.

22. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. Provided, however, any audit rights are subject to applicable federal, state and local privacy laws and regulations.

24. Indemnification.

The Contractor shall defend, indemnify and hold the State of New Mexico, and the Authority, its officers and employees, harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the Contractor's negligence in performance of this Agreement.

25. Insurance.

The Agency requires the Contractor to procure, pay for, and maintain in full force and effect during the term of this Agreement insurance from insurance companies authorized to write the specified type(s) of insurance in the State of New Mexico. The Contractor shall furnish the Agency with a copy of the certificate(s) of insurance and/or a copy of the insurance policy(ies) in a form satisfactory to GSD/RMD. All certificates of insurance (or policies) shall provide that thirty (30) days written notice shall be given to the Contractor before a policy is cancelled, materially changed or not renewed. Upon receipt of such thirty (30) day written notice, the Contractor shall immediately notify the Agency of the content of the written notice, and shall secure replacement insurance meeting the minimum insurance requirements herein within a reasonable timeframe as required by the Agency. Various types of required insurance may be written in one or more policies. The procurement of insurance by the Contractor shall not be construed to satisfy the Firm's obligation to hold harmless and defend should its coverage be inadequate.

A. New Mexico Workers' Compensation Insurance.

The Contractor shall maintain in full force at all times workers' compensation insurance, meeting New Mexico workers' compensation statutory obligations, and the Contractor's subcontractors, independent contractors or volunteers shall be covered by such workers' compensation insurance.

B. Liability Insurance.

The Contractor shall maintain in full force at all times general and automobile liability insurance in the minimum amount of one million dollars per occurrence. If the Contractor maintains a policy aggregate, the limits will be disclosed. All policies of insurance shall include coverage for all owned and hired automobiles, vehicles, and other equipment used both on and off work locations while performing operations for the Agency by the Contractor as directed by the Agency.

C. Subsequent Legislative Changes.

If, during the term of this Agreement, a statutory increase is made to the maximum limits of liability under the Tort Claims Act, sections 41-1-1 through 41-4-27 NMSA 1978, the Agency shall require the Contractor to increase the maximum limits of any insurance otherwise required herein.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: General Services Department
Risk Management Division
Benefits Bureau
PO Drawer 26110
Santa Fe, NM 87502-0110

To the Contractor: Standard Insurance Company
ATTN: Regional Vice President, National Accounts
920 SW Sixth Avenue
Portland, OR 97204

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below.

By: Thomas A. Romero
Arturo Jaramillo, Secretary NM General Services Department

Date: 7/12/07

By: Mike Walker
Director, Risk Management Division

Date: 7/2/07

By: Sy O'Carroll

Date: 6/29/07

FOR: Standard Insurance Company
Fed ID number 93-0242990

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-460558-001

By: Julia Arico
Taxation and Revenue Department

Date: 7/2/07

Exhibit A.

Standard Group Policy:

Exhibit B.

Schedule of Pemiums:

Basic Life rate per \$1,000.00 of Coverage: \$0.08 monthly per \$1,000 of Life Insurance

AD&D rate per \$1,000.00 of Coverage: \$0.02 monthly per \$1,000 of AD&D Insurance

Dependents Life Rate: \$2.45 PEPM
(Includes all dependents)

Additional Life and AD&D Coverage Rates monthly per 1,000 of Life and AD&D Insurance

<u>Age</u>	<u>Rate Mode</u>	<u>Additional Life</u>	<u>Additional AD&D</u>	<u>Total Monthly</u>
>30	/1,000	\$0.060	\$0.020	\$0.080
31 - 34	/1,000	\$0.090	\$0.020	\$0.110
35 - 39	/1,000	\$0.090	\$0.020	\$0.110
40 - 44	/1,000	\$0.138	\$0.020	\$0.158
45 - 49	/1,000	\$0.195	\$0.020	\$0.215
50 - 54	/1,000	\$0.329	\$0.020	\$0.349
55 - 59	/1,000	\$0.534	\$0.020	\$0.554
60 - 64	/1,000	\$0.888	\$0.020	\$0.928
65 - 69	/1,000	\$1.469	\$0.020	\$1.489
70+	/1,000	\$3.591	\$0.020	\$3.611

State Police and Correctional Officer Additional \$25,000.00 Basic Life and AD& D Coverage Rates: \$0.08 monthly per \$1,000 of Life Insurance

LPB Retiree rates per \$1,000.00 of Coverage: \$2.06 monthly per \$1,000 of Life Insurance

Undercover Agent \$250,000 Life Benefit per \$1,000.00 of Coverage: \$0.05 monthly per \$1,000 of Life Insurance